

# EXHIBIT A



**MCGIVNEY, KLUGER & COOK, P.C.**  
A COMMITMENT TO EXCELLENCE

**1650 ARCH STREET, SUITE 1800  
PHILADELPHIA, PENNSYLVANIA 19103  
(215) 557-1990 – TELEPHONE  
(215) 557-7590 – FACSIMILE  
[www.mkclaw.us.com](http://www.mkclaw.us.com)**

M. Jacqueline Larkin, Esq.  
Email: [mjlarkin@mkclaw.us.com](mailto:mjlarkin@mkclaw.us.com)

February 13, 2018

Sent via regular mail & email

Brad J. Sadek, Esquire  
Sadek and Cooper  
1315 Walnut Street  
Suite 502  
Philadelphia, PA 19107  
Via Email: [brad@sadeklaw.com](mailto:brad@sadeklaw.com)

Sent via certified & regular mail

Linda Moore-Singleton  
241 Wembly Road  
Upper Darby, PA 19082

Re: Linda Moore-Singleton  
No. 15-19006-elf  
Property: 241 Wembly Road  
Upper Darby, PA 19082

Dear Mr. Sadek and Ms. Moore-Singleton:

This letter shall serve as formal written notice that you had defaulted under the terms of the Stipulation entered in the above matter on May 2, 2016. Pursuant to the terms of the Stipulation, you are in default for failure to make your post-petition bi-weekly payments for \$381.75 (10 missed payments) for a total of **\$3,747.18** on Loan-23 and bi weekly payments of \$63.70 (11 missed payments) for a total of **\$703.56** on Loan-03.

Payment must be made by cashier's check or money order payable to Upper Darby Bell Telco Federal Credit Union within ten day from the date of this correspondence. If you fail to comply in accordance with the terms of this letter, UD Bell will file a Certification of Default as to the May 2, 2016 Stipulation of Settlement and request that the Court grant UD Bell an Order Modifying the automatic Stay to permit UD bell to proceed with it's State Law Foreclosure Rights as to the above mentioned real property.

BUFFALO, NY  
(716) 626-3583

FLORHAM PARK, NJ  
(973) 822-1110

FT LAUDERDALE, FL  
(954) 848-3681

HARTFORD, CT  
(860) 404-3000

LOS ANGELES, CA  
(213) 533-4165

NEW YORK, NY  
(212) 509-3456

PHILADELPHIA, PA  
(215) 557-1990

SAINT LOUIS, MO  
(314) 571-4332

SPARTA, NJ  
(973) 726-4958

SYRACUSE, NY  
(315) 473-9648

WILMINGTON, DE  
(302) 656-1200

Respectfully yours,

A handwritten signature in dark ink, appearing to read "M. Jacqueline Larkin". The signature is written in a cursive, flowing style.

M. Jacqueline Larkin

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Brad Sadek, Esq.  
Sadek and Cooper  
1315 Walnut Street, Suite 502  
Philadelphia, PA 19107



9590 9403 0424 5163 1616 39

## 2. Article Number (Transfer from service label)

2070 0000 3261 0423

PS Form 3811, April 2015 PSN 7530-02-000-9063

Domestic Return Receipt

Exhibit Page 4 of 6

*[Signature]* ☐ Agent  
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery  
3/15/18

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
  - ☐ Adult Signature Restricted Delivery
  - ☒ Certified Mail®
  - ☐ Certified Mail Restricted Delivery
  - ☐ Collect on Delivery
  - ☐ Collect on Delivery Restricted Delivery
  - ☐ Insured Mail
  - ☐ Insured Mail Restricted Delivery (over \$500)
  - ☐ Priority Mail Express®
  - ☐ Registered Mail™
  - ☐ Registered Mail Restricted Delivery
  - ☒ Return Receipt for Merchandise
  - ☐ Signature Confirmation™
  - ☐ Signature Confirmation Restricted Delivery

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

## Certified Mail Fee

\$

## Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

## Postage

\$

## Total Postage and Fees

\$

## Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark  
Here

2070 0000 3261 0423

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

## Certified Mail Fee

\$

## Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

## Postage

\$

## Total Postage and Fees

\$

## Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark  
Here

2070 0000 3261 0423

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF PENNSYLVANIA

In re:

LINDA MOORE-SINGLETON

UPPER DARBY BELL TELCO FEDERAL  
CREDIT UNION

MOVANT,

v.

LINDA MOORE-SINGLETON,  
DEBTOR.

WILLIAM C. MILLER, TRUSTEE  
ADDITIONAL RESPONDENT

Case No. 15-19006

Chapter 13

11 U.S.C. § 362

**STIPULATION FOR THE SETTLEMENT  
OF THE MOTION FOR RELIEF FROM THE AUTOMATIC STAY  
OF UPPER DARBY BELL TELCO FEDERAL CREDIT UNION**

AND NOW, comes UPPER DARBY BELL TELCO FEDERAL CREDIT UNION ("Movant"), by and through its attorneys, Eugene J. Malady, LLC and Melanie E. Tunaitis, Esquire, and files this Stipulation for Settlement of the Motion for Relief from the Automatic Stay of Upper Darby Bell Telco Federal Credit Union as follows:

WHEREAS, Debtor filed a Voluntary Petition for Relief under Chapter 13 of the Bankruptcy Code on December 17, 2015; and

WHEREAS, on March 30, 2016, Movant filed a Motion for Relief from the Automatic Stay ("Motion") with respect to Debtor's real property located at 241 Wembly Road, Upper Darby, PA 19082, Delaware County, ("real property"), alleging that Debtor was in default under the terms of the Note, Mortgage and Chapter 13 Plan for failure to make post-petition mortgage payments when due; and

WHEREAS, Movant and Debtors wish to resolve and settle the issues raised in Movant's Motion for Relief pursuant to the terms and conditions set forth in this Stipulation.

NOW, THEREFORE, in consideration of the above recitals and intending to be legally bound hereby, Movant and Debtors through their duly authorized counsel, hereby agree as follows:

1. The parties agree that the total post-petition arrearage is as follows:

01189900-23 (Feb-Apr)	\$2,481.39
01189900-03 (Feb-Apr)	\$ 414.06
<u>Attorney's Fees and Costs</u>	<u>\$ 542.00</u>
Total Post-Petition Due	\$3,437.45

2. Movant hereby acknowledges that Debtor has made two payments to Upper Darby Bell Telco Federal Credit Union totaling \$1,100 on April 1, 2016 and April 15, 2016 which have been applied

to the post-petition arrears. The post-petition arrearage has been reduced to \$2,337.45 which includes the attorney's fees and costs.

3. Beginning May 12, 2016, Debtor shall commence payment of the regular bi-weekly mortgage payments in the amount of \$381.75 for loan -23 and \$63.70 for loan -03, plus the additional payment in the amount of \$179.80 (\$2,337.45/13 bi-weekly payments), for a total bi-weekly payment amount of \$625.25. The Debtor will continue to pay this amount bi-weekly from May 12, 2016 through and including October 27, 2016 to cure the aforementioned post-petition arrearage. All subsequent bi-weekly payments shall be due in accordance with the terms of the mortgages. All payments made pursuant to this Stipulation shall be payable to **UPPER DARBY BELL TELCO FEDERAL CREDIT UNION, 1410 BYWOOD AVENUE, UPPER DARBY, PA 19082-3720.**

4. Should the Debtor fail to make any of the above captioned payments, or if any regular weekly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days from the date of the Notice, counsel may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.

5. In the event the Debtor converts to a Chapter 7 during the pendency of this bankruptcy case, the Debtor shall cure all arrears with ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtor fail to bring the loan contractually current, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days from the date of the Notice, counsel may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.

6. Debtor's tendering of a check to Movant which is subsequently returned due to insufficient funds in the account upon which the check is drawn, shall not constitute payment as the term is used in this Stipulation.

7. The parties agree that a facsimile signature shall be considered an original signature.

Date: 4/29/16

EUGENE J. MALADY, LLC

  
Melanie E. Tonnaitis, Esquire  
Attorney for Movant

Date: 4/27/16

  
Brad J. Sadek, Esquire  
Attorney for Debtor

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2016, it is hereby ORDERED that the foregoing Stipulation is approved, shall be, and is made and Order of this Court.

\_\_\_\_\_  
Honorable Jean K. FitzSimon  
US Bankruptcy Judge